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 Renewal Contract No.  
 14-06-200-879R

UNITED STATES .  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 Central Valley Project, California

CONTRACT BETWEEN THE UNITED STATES  
AND  
DEPARTMENT OF FISH AND GAME  
PROVIDING FOR PROJECT WATER SERVICE  
FOR FISH HATCHERY PURPOSES

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1 UNITED STATES  
2 DEPARTMENT OF THE INTERIOR  
3 BUREAU OF RECLAMATION  
4 Central Valley Project, California  
5

6 CONTRACT BETWEEN THE UNITED STATES  
7 AND  
8 DEPARTMENT OF FISH AND GAME  
9 PROVIDING FOR PROJECT WATER SERVICE  
10 FOR FISH HATCHERY PURPOSES  
11

12 THIS Contract, made this \_ day of \_\_\_\_\_ 200\_, in pursuance generally  
13 of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or supplementary thereto,  
14 including but not limited to the Acts of August 26, 1937 (50 Stat. 844), as amended and  
15 supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, and Title  
16 XXXIV of the Act of October 30, 1992 (106 Stat. 4706) all collectively hereinafter  
17 referred to as the Federal Reclamation laws between THE UNITED STATES OF  
18 AMERICA, acting through the Bureau of Reclamation, Department of Interior,  
19 hereinafter referred to as the United States, and the STATE OF CALIFORNIA, acting  
20 through the DEPARTMENT OF FISH & GAME, hereinafter referred to as the  
21 Contractor;

22 WITNESSETH, That:

23 EXPLANATORY RECITALS

24 WHEREAS, the United States has constructed and is operating the Central  
25 Valley Project, California, for diversion, storage, carriage, distribution and beneficial use,  
26 for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation,  
27 protection and restoration, generation and distribution of electric energy, salinity control,  
28 navigation and other beneficial uses, of waters of the Sacramento River, the America

29 River, the Trinity River, and the San Joaquin River and their tributaries; and

30 WHEREAS, as part of the Central Valley Project, the United States  
31 constructed Friant Dam (thereby creating Millerton Lake) and the Madera and Friant-  
32 Kern Canals, hereinafter collectively referred to as the Friant Division facilities, which  
33 can be used, in part, for the furnishing of water to the Contractor pursuant to the terms of  
34 this Contract; and

35 WHEREAS, the Contractor has constructed and is operating and  
36 maintaining a fish hatchery known as the San Joaquin Fish Hatchery (Hatchery) in the  
37 town of Friant, Fresno County, State of California for fish production purposes and for  
38 the management of the fisheries in the San Joaquin River and other waters of the State of  
39 California; and

40 WHEREAS, the Contractor and the United States entered into Contract  
41 No. 14-06-200-879 dated June 1, 1953, as amended on August 30, 1963, and April 14,  
42 1965, which provided for the Contractor's use of Central Valley Project water from the  
43 Friant Division at the Hatchery until May 31, 1993; and

44 WHEREAS, the United States, the Contractor, and Friant Power Authority  
45 entered into Contract No. 0-07-20-L X0308 on October 4, 1989, (1989 Agreement)  
46 which provides that the Friant Fish Water Release Power Project (Power Project), which  
47 is constructed on lands owned by the United States and the State of California between  
48 Friant Dam and the Hatchery, is to be operated in a manner consistent with the normal  
49 operations of the Hatchery; and

50 WHEREAS, in 1992, Friant Power Authority assigned to Orange Cove  
51 Irrigation District (OCID) the Power Project, and the Federal Energy Regulatory  
52 Commission (FERC) license No. 11068); and

53 WHEREAS, on October 13, 1992, the Friant Power Authority effectively  
54 assigned its rights and obligations under the 1989 Agreement to the OCID; and

55 WHEREAS, the 1989 Agreement is currently in full force and effect and  
56 is to expire as set forth in Article 17 of that Agreement; and

57 WHEREAS, the Contractor has requested that the United States continue  
58 to make Project water available to it through the Power Project for the operation of the  
59 Hatchery; and

60 WHEREAS, Project water is delivered to the Power Project from  
61 Millerton Lake via two pipelines: a 24-inch diameter pipeline connected to Friant Dam  
62 river outlet penstocks, and a 30-inch diameter pipeline connected to the Friant-Kern  
63 Canal penstock for hatchery water temperature control; and.

64 WHEREAS, the Contractor anticipates a need for additional water in the  
65 future to accommodate the need to continue producing trout and potentially begin  
66 producing spring-run Chinook salmon and may later request a specified amount of flow  
67 from the United States for those purposes; and

68 WHEREAS, the United States is willing to continue to make Project  
69 water available to the Contractor for such use pursuant to the terms and conditions set  
70 forth below;

71 NOW, THEREFORE, in consideration of the mutual and dependent  
72 covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

73 DEFINITIONS

74 1. When used herein, the term:

75 (a) "Emergency" shall mean a sudden, unexpected occurrence  
76 involving a clear and imminent danger demanding immediate action to prevent or  
77 mitigate loss of, or damage to, life, health, property, or essential public services; and shall  
78 include, but not necessarily be limited to, such occurrences as fire, flood, earthquake,  
79 pipe breakage and hazardous or toxic materials spill.

80 (b) "O&M" shall mean normal and reasonable care, control, operation,  
81 repair, replacement, and maintenance.

82 (c) "Project" shall mean the United States Bureau of Reclamation's  
83 Central Valley Project, California; and

84 (d) "Secretary" or "Contracting Officer" shall mean the Secretary of  
85 the United States Department of the Interior or his duly authorized representative;

86 (e) "Works" shall mean the facilities used to distribute Project water  
87 from Friant Division facilities through the Power Project and the Hatchery to the San  
88 Joaquin River as depicted in Exhibit "A" through Exhibit "D" attached hereto.

89 TERM OF CONTRACT--RIGHT TO USE OF WATER

90 2. This Contract shall be effective from the date first hereinabove written,

91 and shall remain in effect for 10 years from the date of execution Provided, That under  
92 terms and conditions mutually agreeable to the parties hereto renewals of this Contract  
93 may be made for successive periods not to exceed 25 years each. The Parties shall  
94 commence the negotiations of such renewal not later than 1 year prior to expiration of the  
95 then existing contract.

#### 96 WATER TO BE FURNISHED TO THE CONTRACTOR

97 3. During each year, subject to the provisions of this article and Articles 9  
98 and 10 hereof, and consistent with applicable United States water rights, the United  
99 States shall make available to the Contractor on a continual basis Project water in the  
100 amount of 35 cubic feet per second at the point of delivery as referenced in Article 7 from  
101 supplies in Millerton Lake to satisfy senior downstream water rights to be utilized by the  
102 Contractor for the normal operation of the Hatchery and for domestic, minor irrigation,  
103 and purposes incidental to the normal operation and maintenance of the Hatchery at no  
104 charge to the Contractor. All of the Project water that is utilized by the Contractor for the  
105 operation of the Hatchery shall be returned to the San Joaquin River with the exception of  
106 the amount used for incidental uses.

#### 107 PAYMENT FOR WATER

108 4. Upon execution of this Contract, the Contractor shall pay the United States  
109 the sum of \$500, which shall constitute an administrative charge hereunder.

#### 110 TIME FOR DELIVERY OF WATER

111 5. The United States shall attempt to deliver the water described in Article 3

on a continual basis, to the Contractor: Provided, That the Contracting Officer determines that there will be sufficient supply and capacity available in the appropriate Friant Division facilities to deliver the water on a continual basis.

#### UNITED STATES NOT LIABLE

6. The Contractor hereby releases and agrees to defend and indemnify the United States, its officers, agents, and employees from every claim for damage to persons, fish and wildlife, or property, direct or indirect, resulting from the Contractor's performance of this Contract including the Contractor's diversion and/or extraction of the Project water.

#### POINT OF DIVERSION-MEASUREMENT AND RESPONSIBILITY

##### FOR DISTRIBUTION OF WATER

7. (a) The Project water made available to the Contractor pursuant to this Contract shall be delivered to the Contractor at a point or points of delivery mutually agreed to by the Contracting Officer and the Contractor as depicted in Exhibit "C" which can be revised without amending this Contract.

(b) All water delivered to the Contractor pursuant to this Contract shall be measured in accordance with the 1989 Agreement.

(c) The United States shall not be responsible for the control, carriage, handling, use, disposal or distribution of water beyond the delivery point(s) established pursuant to subdivision (a) of this Article, and the Contractor shall hold the United States harmless on account of damage or claim of damage of any nature whatsoever, including



property damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond such delivery point(s).

#### OPERATION AND MAINTENANCE

8. (a) The United States shall perform O&M of the Friant Division facilities to the point or points of delivery referred to in Article 7 of this Contract.

(b) The United States will not be obligated to operate or perform any O&M on any of the Hatchery facilities pursuant to this Contract. The Contractor will be responsible for such O&M-in accordance with and provided for in the 1989 Agreement.

#### MAINTENANCE OF FLOWS AND LEVELS--TEMPORARY REDUCTION- RETURN FLOWS

9. (a) The United States may temporarily reduce the quantity of Project water to be delivered to the Contractor as herein provided for the purposes of such investigation, inspection, maintenance, repair, or replacement of any of the Project facilities or any part thereof necessary for the furnishing of Project water to the Contractor. So far as feasible the United States shall give the Contractor due one year notice in advance of such temporary reduction, except in case of Emergency, in which case no notice need be given: Provided, however, That the United States shall use its best efforts to provide notice of such Emergency and to avoid any reduction.

(b) The United States reserves the right to all waste, seepage, and return-flow water derived from water furnished to the Contractor which escapes or is discharged beyond the Hatchery.

155 WATER SHORTAGE AND APPORTIONMENT

156 10. In its operation of the Project, the United States shall use all reasonable  
157 means to guard against a condition of shortage in the continuous flow of Project water to  
158 be made available to the Contractor pursuant to this Contract. Insofar as practicable, as  
159 determined by the Contracting Officer, the United States shall notify the Contractor of  
160 any anticipated Project water shortage as soon as possible. The Contracting Officer may  
161 reduce the flow of Project water made available to the Contractor during any year,  
162 because of drought or other unavoidable causes, and no liability shall accrue against the  
163 United States or any of its officers, agents, or employees for any damage, direct or  
164 indirect, arising therefrom.

165 PROTECTION OF WATER AND AIR QUALITY

166 11. Project facilities used to make available and deliver water to the  
167 Contractor shall be operated and maintained in the most practical manner to maintain the  
168 quality of the water at the highest level possible as determined by the Contracting  
169 Officer: *Provided, That* the United States does not warrant the quality of the water  
170 delivered to the Contractor and is under no obligation to furnish or construct water  
171 treatment facilities to maintain or improve the quality of water delivered to the  
172 Contractor.  
173 Contractor.

174 PEST MANAGEMENT

175 12. The Contractor shall take appropriate steps to prevent the introduction and  
176 spread of, and to otherwise control undesirable plants and animals, as defined by the  
177 Contracting Officer, on Federal Project lands, Project waters, and Project works for  
178 which the Contractor has operation and maintenance responsibility. The Contractor is  
179 responsible for inspecting its vehicles and equipment for reproductive and vegetative  
180 parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive  
181 species and other pests, and for removing such materials before moving its vehicles and  
182 equipment onto any Federal land or out of any area on Federal Project land where work is  
183 performed. Where decontamination is required prior to entering Federal Project land, it  
184 shall be performed at the point of prior use, or at an approved offsite facility able to  
185 process generated cleaning wastes. Upon the completion of work, decontamination shall  
186 be performed within the work area before the vehicles and equipment are removed from  
187 Federal Project lands. Programs for the control of these undesirable plants and animals  
188  
189  
190

on Federal Project lands, Project waters, and Project works for which the Contractor has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the Contractor will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals.

#### BOOKS, RECORDS, AND REPORTS

13. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including water supply data, and Project land and right-of-way use agreements; the water users' land-use (crop census), landownership, land-leasing and water use data; and other matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

#### OFFICIALS NOT TO BENEFIT

14. No Member of or Delegate to Congress, Resident Commissioner or official of the Contractor shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.

#### ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

15. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

16. (a.) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b.) These statutes require that no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures

necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c.) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d.) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

#### NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

#### CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

17. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

#### NOTICES

18. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Regional Director, Bureau of Reclamation, 2800 Cottage Way, Sacramento, CA 95825, and on behalf of the United States when mailed, postage prepaid, or delivered to Regional Manager, Central Region, Department of Fish and Game, 1234 East Shaw Avenue, Fresno, California, 93710. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article or other notices.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day  
and year first above written.

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Regional Director,  
Mid-Pacific Region  
Bureau of Reclamation

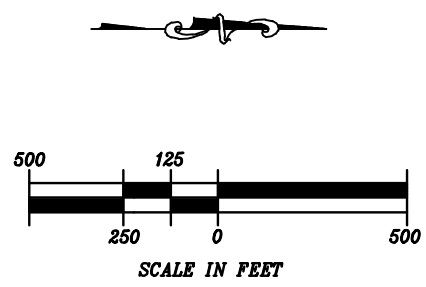
DEPARTMENT OF FISH AND GAME

By \_\_\_\_\_  
Regional Manager  
Central Region  
Department of Fish and Game





- ① UPPER 30" AND LOWER 24" LEVEL PENSTOCK PIPELINES
  - ② POWERHOUSE MIXING VALVES
  - ③ FISH HATCHERY POWERHOUSE
  - ④ 44" TAILRACE PIPELINE
  - ⑤ FISH HATCHERY AERATOR STRUCTURE
  - ⑥ FISH HATCHERY PIPELINE
  - ⑦ HATCHERY BUILDING
  - ⑧ WORM FARM BUILDING
  - ⑨ WATER RELEASE OUTLETS TO SAN JOAQUIN RIVER
- U.S. BUREAU OF RECLAMATION  
— ORANGE COVE IRRIGATION DISTRICT  
— CALIFORNIA DEPARTMENT OF FISH AND GAME

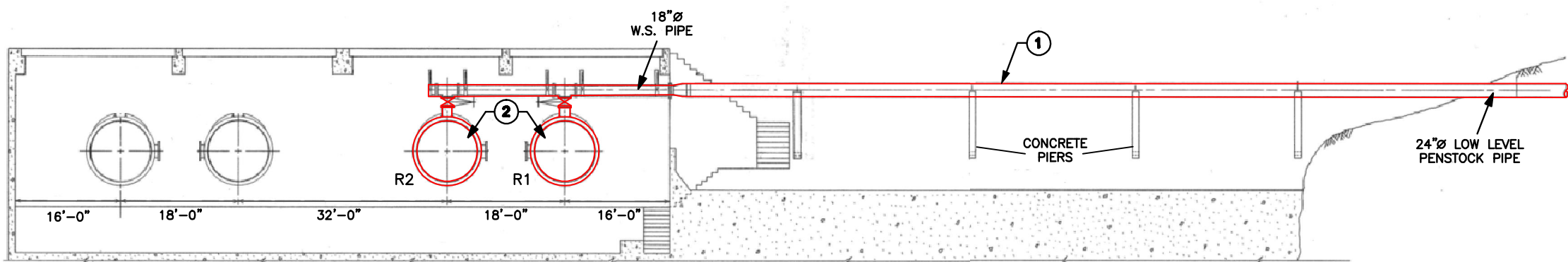


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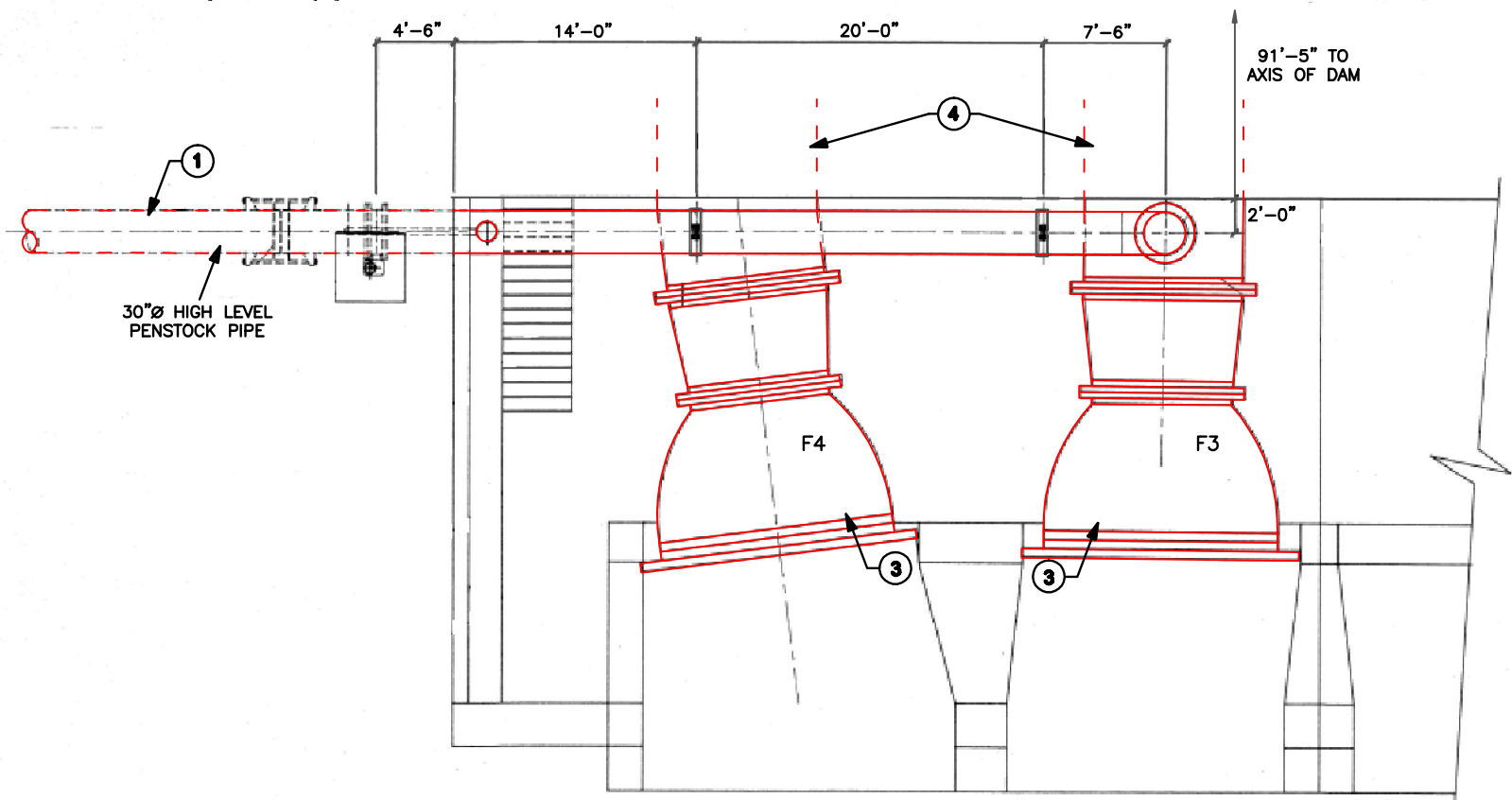


SAN JOAQUIN RIVER OUTLET VALVES



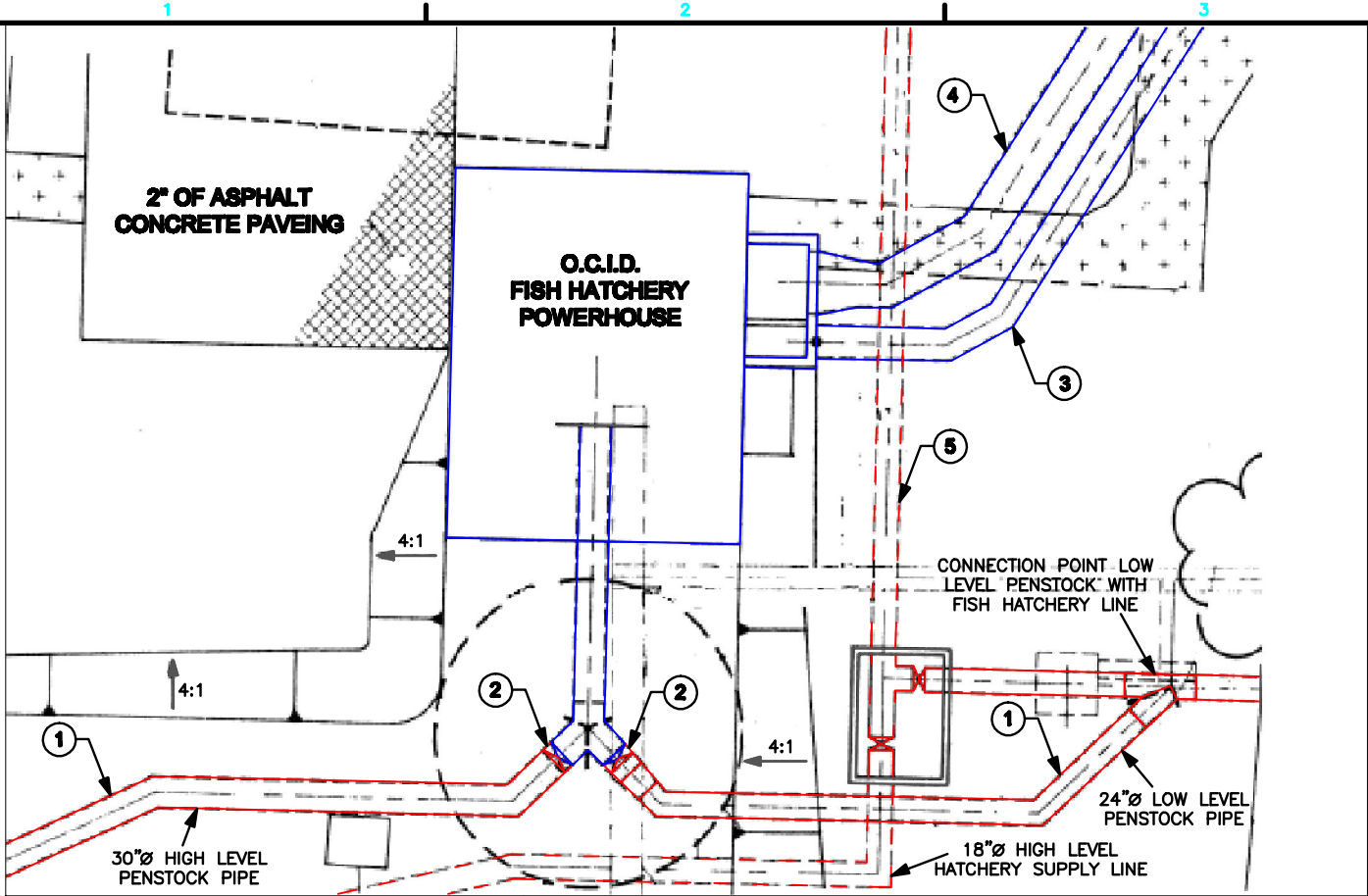
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FRIANT KERN CANAL OUTLET VALVE

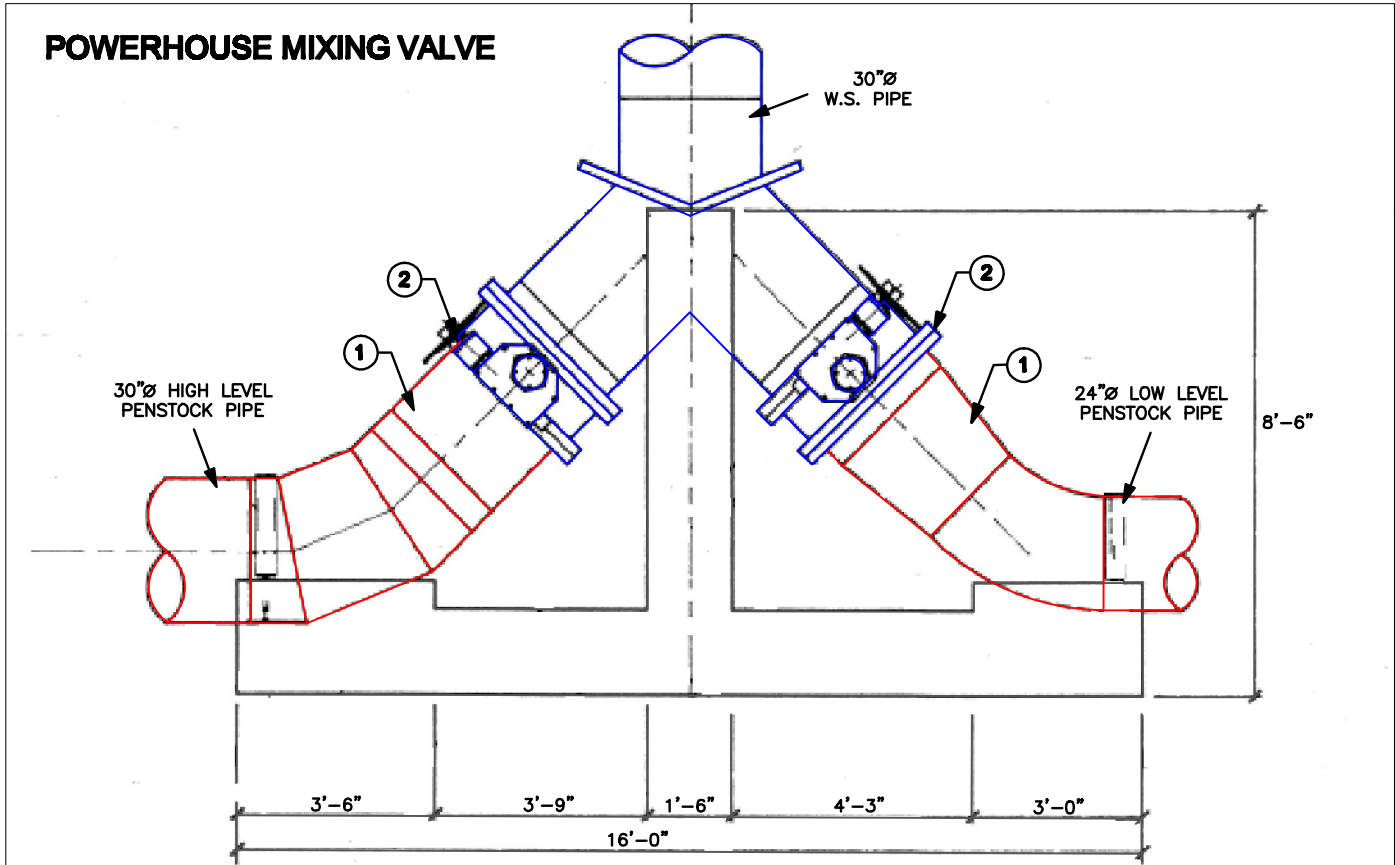


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- ① UPPER 30" AND LOWER 24" LEVEL PENSTOCK PIPELINES
- ② RIVER OUTLET PENSTOCKS R1 & R2
- ③ FRIANT-KERN CANAL HOLLOW JET VALVES F3 & F4
- ④ FRIANT-KERN CANAL PENSTOCKS F3 & F4
- U.S. BUREAU OF RECLAMATION



NOT TO SCALE

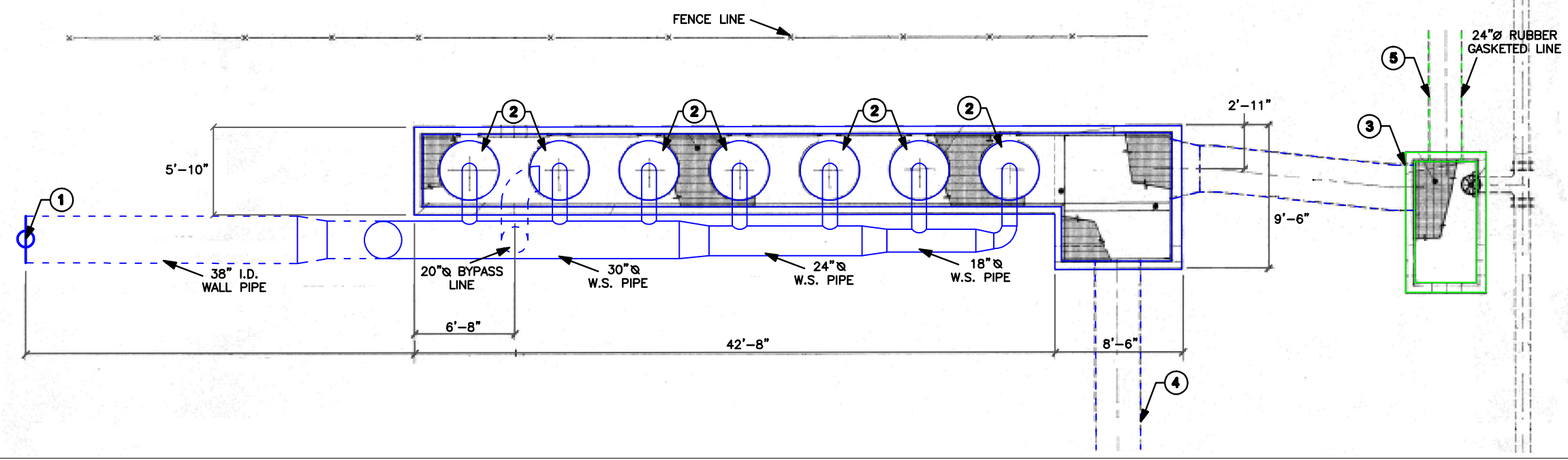


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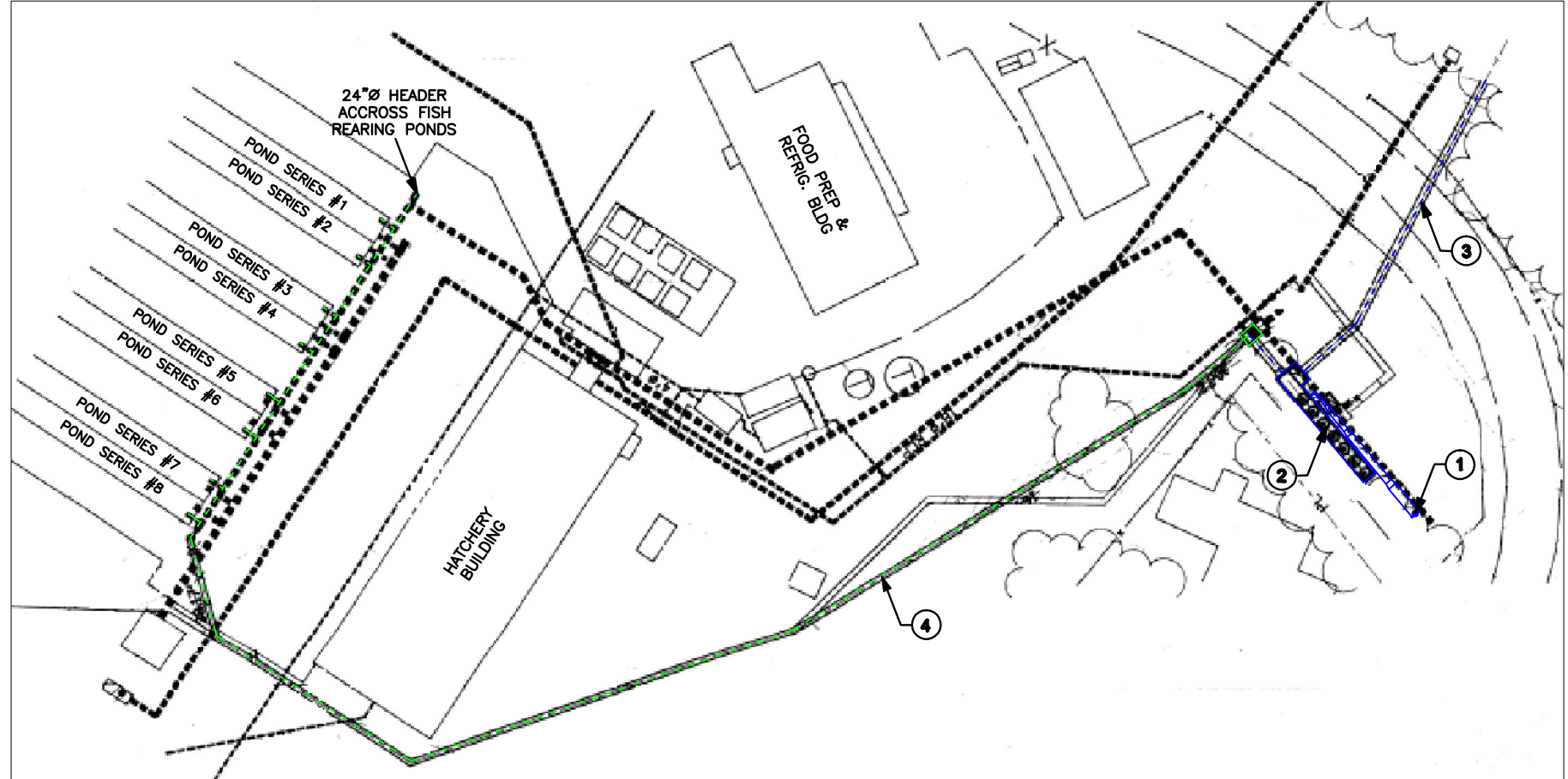
- ① UPPER 30" AND LOWER 24" LEVEL PENSTOCK PIPELINES
  - ② END POINT OF U.S.B.R. PENSTOCK PIPELINES, POINT OF DELIVERY
  - ③ 30" POWERHOUSE BYPASS OVERFLOW LINE
  - ④ 44" TAILRACE PIPELINE
  - ⑤ ABANDONED 24" HATCHERY WATER LINE
- U.S. BUREAU OF RECLAMATION  
— ORANGE COVE IRRIGATION DISTRICT



FISH AERATOR STRUCTURE



NOT TO SCALE



NOT TO SCALE

- ① END POINT OF TAILRACE PIPELINE
- ② FISH HATCHERY PACKED COLUMN AERATOR
- ③ FISH AERATOR OVERFLOW LINE TO SAN JOAQUIN RIVER
- ④ FISH HATCHERY PIPELINE
- ORANGE COVE IRRIGATION DISTRICT
- CALIFORNIA DEPARTMENT OF FISH AND GAME

DESIGNED	ROBERT CAMPBELL
DRAWN	ROBERT CAMPBELL
CHECKED	DARREN WILLIAMS
TECH. APPR.	NAME - TITLE
APPROVED	TONY BUEHLA
ADMINISTRATIVE APPROVAL	NAME - TITLE
SCCAD	2009-11-04